IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

DELLA BEDNARCZYK, by and through her Guardian, FRANCES TAYLOR,	:	
Plaintiffs	:	CIVIL ACTION--LAW
vs.	:	
GGNSC WILKES-BARRE EAST MOUNTAIN, LP d/b/a GOLDEN LIVING CENTER EAST MOUNTAIN, and GGNSC WILKES-BARRE EAST MOUNTAIN GP, LLC,	:	JURY TRIAL DEMANDED
	:	3:17-CV-1350
Defendants	:	No. 2017-_____

COMPLAINT

The Plaintiff, Della Bednarczyk, by and through her Guardian, Frances Taylor, by and through her counsel, Anzalone Law Offices, hereby complains against the Defendants, GGNSC Wilkes-Barre East Mountain, LP d/b/a Golden Living Center East Mountain and GGNSC Wilkes-Barre East Mountain GP, LLC, and sets forth the following in support thereof:

NATURE OF THE CASE

1. This is a nursing home medical malpractice case that involves

the negligent care and treatment received by Della Bednarczyk, an 87 year-old resident of Golden Living Center East Mountain who suffers from, *inter alia*, diabetes and dementia, when she was dropped by a caregiver employed by the Defendants. While at Golden Living Center East Mountain, the Plaintiff, Della Bednarczyk, was subjected to multiple deficiencies in skilled nursing care that led to the deterioration of her health and caused the Plaintiff, Della Bednarczyk, severe pain, suffering and humiliation. As a result of the Defendants' CNA dropping the Plaintiff, Della Bednarczyk on October 1, 2016, Ms. Bednarczyk required extensive medical care and treatment for her fractures and pressure sores.

THE PARTIES

2. The Plaintiff, Della Bednarczyk, is an 87 year-old individual and a resident and domiciliary of the Commonwealth of Pennsylvania, who currently resides at Golden Living Center – East Mountain, 101 East Mountain Boulevard, Wilkes-Barre, Luzerne County, Pennsylvania 18702.

3. The Plaintiff, Della Bednarczyk, is represented herein by her daughter, Frances Taylor, who was appointed to be the Plenary Guardian of the Person and Estate of Della Bednarczyk by the Honorable Richard M. Hughes on July 18, 2017. Frances Taylor is an adult individual who currently resides at 936 Demunds Road, Dallas, Luzerne County,

Pennsylvania 18612.

4. The Defendant, GGNSC Wilkes-Barre East Mountain, LP, d/b/a Golden Living Center East Mountain, hereinafter referred to as "Golden Living Center East Mountain" is a limited partnership organized and existing under the laws of the state of Delaware with a business address located at 101 East Mountain Boulevard, Wilkes-Barre, Luzerne County, Pennsylvania 18702.

5. The Defendant, GGNSC Wilkes-Barre East Mountain GP, LLC is the general partner of the Defendant, Golden Living Center East Mountain, and is a limited liability company formed and existing under the laws of the state of Delaware with an address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. (Hereinafter Defendant, Golden Living Center East Mountain, and Defendant, GGNSC East Mountain GP, LLC, will be referred to collectively as "Defendants.")

6. Upon information and belief, per the citizenship of its partners, Defendant, GGNSC East Mountain, LP d/b/a Golden Living Center East Mountain, is a citizen of Delaware and California for diversity purposes.

7. The Defendant, GGNSC East Mountain GP, LLC, is a limited liability company whose sole member is GGNSC Equity Holdings, LLC. Per the citizenship of its sole member, the Defendant, GGNSC East

Mountain GP, LLC, is a citizen of Delaware and California for diversity purposes.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a) because complete diversity of citizenship exists between the parties, and the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

9. This Court has jurisdiction over the Defendants because the Defendants maintain significant contacts in the Middle District of Pennsylvania in that they operate a skilled nursing facility located at 101 East Mountain Boulevard, Wilkes-Barre, Pennsylvania 18701, that offers short-term nursing care as well as long-term nursing home care and more intensive clinical services; therefore, venue in the Middle District of Pennsylvania is appropriate pursuant to 28 U.S.C.A. § 1391(a).

FACTS

10. According to Golden Living Center East Mountain's website:

> Individual attention begins as soon as you are admitted, and we consult with you regularly to discuss ongoing needs and goals. Also, our certified nursing assistants are available around the clock, every day of the year – to provide medical care or simply to help you perform routine activities. Our approach to clinical healthcare emphasizes teamwork between all members of our staff – nurses, dieticians, social workers, activity coordinators – and each employee plays a key role in your treatment plan.

See www.goldenlivingcenters.com/locations-staff/find-care-locations.com.

11. The Defendant, Golden Living Center East Mountain, is a "health care provider" as such term is defined by the Medical Care Availability and Reduction of Error (MCARE) Act, and is a business entity providing comprehensive nursing care services under the laws of the Commonwealth of Pennsylvania and maintains offices and/or a place of business at 101 East Mountain Boulevard, Wilkes-Barre, Pennsylvania 18702.

12. The Plaintiff, Della Bednarczyk, by and through her Attorney-in-Fact, Frances Taylor, is asserting a professional liability claim against the Defendants.

13. At all times material hereto, the Defendants, and in particular, Defendant, Golden Living Center East Mountain, acted individually and by and through its agents, servants, workers, ostensible agents, and employees, including its nurses and CNAs.

14. At all times material hereto, the Defendants employed staff members, agents, ostensible agents and employees, including CNAs and skilled nurses, who were acting within the course and scope of their employment and/or agency with the Defendants, with regard to the

Plaintiff's claims herein.

15. At all times material hereto, the agents and employees of the Defendants, more specifically, the CNAs and skilled nurses at Golden Living Center East Mountain, acted in furtherance of the business interests of the Defendants.

16. At all times material hereto, the Defendants held themselves out as a medical care provider equipped with staff to provide skilled nursing to Della Bednarczyk as a resident of an assisted-living facility, including the ability to care for the medical conditions from which the Plaintiff, Della Bednarczyk, suffered, specifically, dementia, diabetes, neuropathy, chronic osteomyelitis, *inter alia*.

17. Additionally, the Defendants held themselves out as a medical care provider equipped with staff appropriately trained to assess the integumentary systems of a patient with limited mobility. In fact, the Defendant's website indicates that the skilled services offered at Golden Living Center East Mountain include: pain management, continence management, dialysis care, wound care, licensed nursing, physical therapy, diabetes management, etc. See www.goldenlivingcenters.com/locations-staff/find-care-location/facility-services/golden-livingcenter-summit-pa.aspx.

18. On or about February 12, 2011, the Plaintiff, Della Bednarczyk, by and through her daughter, Frances Taylor, was admitted to Golden Living Center East Mountain, located at 101 East Mountain Boulevard, Wilkes-Barre, Pennsylvania 18702.

19. Upon admission to Golden Living Center East Mountain, the Plaintiff, Della Bednarczyk, had the following diagnoses:

(a) Dementia;

(b) Diabetes;

(c) Hyperlipidemia;

(d) Hypertension;

(e) Anxiety; and,

(f) Stage IV sacral ulcer.

20. During her residence at Golden Living Center East Mountain, the Plaintiff, Della Bednarczyk, was noted to have limited mobility and required assistance with mobility. Ms. Bednarczyk was incontinent, unable to move without the physical assistance of others, and she required assistance with the activities of daily living, including eating, drinking, toileting/bladder/bowel, ambulating, managing health care, personal hygiene/dressing, medication administration and securing health care.

21. Despite her limited mobility, the Defendants ordered placement

of bed alarms and chair alarms for the Plaintiff, Della Bednarczyk.

22. During her residence at Golden Living – Summit, the Plaintiff, Della Bednarczyk required medical care including, but not limited to, the following:

(a) Diabetes management;

(b) Preventive measures for alteration in skin integrity;

(c) Mediation administration and monitoring; and

(d) Safety precautions and assistance with mobility.

23. Throughout the course of her residence at Golden Living Center East Mountain, the Plaintiff, Della Bednarczyk, required skilled nursing, as ordered by her Primary Care Physician, Dr. Nicholas Chiumento.

24. During her residence at Golden Living – Summit, the Plaintiff, Della Bednarczyk required the use of adaptive equipment including, but not limited to, the following:

(a) Hoyer lift for all transfers;

(b) Incontinence Management Program;

(c) Bed in a low position;

(d) Skin integrity checks every shift;

(e) Foam leg spacer between knees when in bed go assist with positioning;

(f) Bilateral heel protectors while in bed;

(g) Specialty mattress every shift, every day; and,

(h) Turning and positioning every two hours and evening, every shift, every day.

25. Due to the Plaintiff's, Della Bednarczyk's, sacral wound, an air mattress, specifically, an MA-65 mattress, was ordered and implemented.

26. Per the manufacturer's guidelines for use of an MA-65 mattress, it is required to be secured to the bed deck at the head, foot and center of the bed. (A true and correct copy of the microAIR Owner's Operator and Maintenance Manual is attached hereto as Exhibit "A.")

27. Per the manufacturer's guidelines, the MA65 specialty mattress must be installed on medical bed frames with side rails, and the side rails must be in the raised position whenever a patient is on the bed. (Exhibit "A," at pages 10-12).

28. The manufacturer also recommends that side rails be used; however, the Plaintiff's, Della Bednarczyk's, assessment determined that she did not need use of side rails with the issue being risk of entrapment.

29. On October 1, 2016, at approximately 6:45 p.m., while a CNA was providing care to the Plaintiff, Della Bednarczyk, the CNA attempted to turn the Plaintiff, Della Bednarczyk while she was on her bed, and the

mattress slipped off the bed, causing the Plaintiff, Della Bednarczyk, to fall on the floor.

30. The Defendants' nursing staff improperly fastened the MA-65 mattress to the bed causing the Plaintiff, Della Bednarczyk, to fall off the bed with the improperly fastened mattress.

31. Essentially, the CNA assisting the Plaintiff, Della Bednarczyk, at that time dropped the Plaintiff, Della Bednarczyk, on the floor in her attempt to move Ms. Bednarczyk.

32. As a result of being dropped on the floor, the Plaintiff, Della Bednarczyk, struck her head on a nearby garbage can and sustained an immediately visible laceration measuring 4.0 x 0.5 cm above her left eye.

33. The CNA assisted the Plaintiff, Della Bednarczyk back to her bed utilizing a hoyer lift, and first aid was provided for the laceration.

34. At approximately 8:15 p.m., the Plaintiff, Della Bednarczyk, was taken via ambulance to Geisinger Wyoming Valley Emergency Department for evaluation.

35. At Geisinger Wyoming Valley, the Plaintiff, Della Bednarczyk, was diagnosed with a comminuted impacted distal left femur fracture as a result of being dropped on the floor by the Defendants' CNA.

36. The Plaintiff's, Della Bednarczyk's, left leg was placed in am

immobilizer extending from groin to ankle.

37. Subsequently, the Plaintiff, Della Bednarczyk, was discharged to the Defendant, Golden Living Center East Mountain, for continued care and therapy.

38. Over the course of the next 7-9 days, the Plaintiff, Della Bednarczyk, developed pressure areas due to the immobilizer, and was completely dependent on the Defendants' personnel for all positional changes.

39. The Plaintiff, Della Bednarczyk, developed a dark purple sore on her left inner ankle measuring 2.4cm x 0.8 cm.

40. The Plaintiff, Della Bednarczyk, exhibited decreased appetite and increased, scattered ecchymotic areas on her legs.

41. By October 9, 2016, the Plaintiff, Della Bednarczyk, was in excruciating pain and she yelled out and grimaced when the Defendants' staff attempted to move her right leg.

42. Additionally, on October 9, 2016, the Plaintiff, Della Bednarczyk, exhibited multiple dark purple ecchymotic areas on her right thigh and calf.

43. As a result of her subjective complaints of pain and objective presentation, on October 9, 2016, the Plaintiff, Della Bednarczyk, was again

transported via EMS to Geisinger Wyoming Valley Emergency Department for evaluation.

44. X-ray performed at Geisinger Wyoming Valley on October 9, 2016 revealed an acute fracture involving the Plaintiff's, Della Bednarczyk's, right distal femur with moderate displacement.

45. The Plaintiff's, Della Bednarczyk's, right leg was splinted.

46. Again, the Plaintiff, Della Bednarczyk, was discharged to Golden Living Center East Mountain for care and treatment subsequent to sustaining fractures of her right and left femurs as a result of being dropped on the floor by the Defendants' CNA.

47. As a result of the Defendants' CNA dropping the Plaintiff, Della Bednarczyk, on the floor, the Plaintiff, Della Bednarczyk, suffered severe pain and was forced to undergo medical treatment for the fractures she sustained to her right and left femurs.

48. As a result of the negligence and carelessness of the Defendants, the Plaintiff, Della Bednarczyk, suffered the following severe injuries:

(a) Laceration to her head measuring 4.0 x 0.5 cm;

(b) Comminuted impacted distal left femur fracture;

(c) Acute fracture of right distal femur with moderate

displacement;

(d) Multiple ecchymotic areas on right leg and left leg; and,

(e) Sores on both right leg and left leg.

49. As a result of the negligence and carelessness of the Defendants, the Plaintiff, Della Bednarczyk, was forced to undergo extensive medical care and treatment, including bilateral casts on her lower extremities, and treatment for sores on her legs due to immobilization and casting.

50. As a result of the carelessness and negligence of the Defendants, as set forth herein, the Plaintiff, Della Bednarczyk, sustained severe, permanent, painful and disabling injuries.

51. As a result of the carelessness and negligence of the Defendants, as set forth herein, the Plaintiff, Della Bednarczyk, was rendered sick, sore and disabled and suffered severe physical and mental pain and suffering.

52. As a result of the carelessness and negligence of the Defendants, as set forth herein, the Plaintiff, Della Bednarczyk, was required to seek substantial medical treatment at Geisinger Wyoming Valley, which said treatment was painful and for which medical bills were incurred. A claim is being made herein for said medical bills, which amounts will be

proven through discovery.

53. As a result of the aforementioned injuries, the Plaintiff, Della Bednarczyk, sustained a loss of everyday pleasures and enjoyments of life.

WHEREFORE, the Plaintiff, Della Bednarczyk, by and through her Attorney-in-Fact, Frances Taylor, seeks judgment against the Defendants, GGNSC East Mountain, LP d/b/a Golden Living Center East Mountain and GGNSC East Mountain GP, LLC, in an amount in excess of seventy-five thousand ($75,000.00) dollars.

COUNT I – NEGLIGENCE

DELLA BEDNARCZYK, BY AND THROUGH HER ATTORNEY-IN-FACT, FRANCES TAYLOR V. GGNSC EAST MOUNTAIN, LP d/b/a GOLDEN LIVING CENTER EAST MOUNTAIN AND GGNSC EAST MOUNTAIN GP, LLC

54. The Plaintiff, Frances Taylor, Attorney-in-fact for Della Bednarczyk, hereby incorporates by reference paragraphs 1 through 53, inclusive, as though the same were set forth at length herein.

55. The injuries sustained by the Plaintiff, Della Bednarczyk, were proximately caused by the carelessness and negligence of the Defendants, individually and by and through their agents, servants and employees, including their CNAs, nurses and nurses aides, which consisted of, *inter alia*, the following:

(a) Failing to properly place, secure and/or inflate the MA-65 specialty mattress on the Plaintiff's, Della Bednarczyk's, bed;

(b) Failing to properly place the Plaintiff, Della Bednarczyk, on the bed with specialty mattress;

(c) Dropping the Plaintiff, Della Bednarczyk, on the floor as the mattress slid off the bed, and when attempting to reposition her and/or render other care;

(d) Failing to formulate, adopt and/or enforce adequate regulations and policies to ensure that patients under its care are appropriately moved and repositioned;

(e) Failing to use proper techniques and equipment to reposition the Plaintiff, Della Bednarczyk, on her bed;

(f) Falling to implement turning and repositioning protocol;

(g) Failing to reposition the Plaintiff, Della Bednarczyk, every two hours;

(h) Failing to monitor the Plaintiff's, Della Bednarczyk's, limited mobility;

(i) Failing to implement two CNAs to render care and/or reposition the Plaintiff, Della Bednarczyk;

(j) Failing to manage the Plaintiff's, Della Bednarczyk's,

condition to avoid pressure ulcers from forming as a result of her limited mobility and splinting;

(k) Failing to follow doctor's orders for turning and repositioning; and,

(l) Failing to instruct on how to specifically reposition the Plaintiff, Della Bednarczyk, when rendering care.

WHEREFORE, the Plaintiff, Della Bednarczyk, by and through her Attorney-in-Fact, Frances Taylor, seeks judgment against the Defendants, GGNSC East Mountain, LP d/b/a Golden Living Center East Mountain and GGNSC East Mountain GP, LLC, in an amount in excess of seventy-five thousand ($75,000.00) dollars.

Respectfully submitted,

ANZALONE LAW OFFICES

s/ Jamie J. Anzalone, Esquire
JAMIE J. ANZALONE, ESQUIRE

s/ Kelly M. Ciravolo, Esquire
KELLY M. CIRAVOLO, ESQUIRE
Attorneys for Plaintiffs

EXHIBIT "A"

Owner's Operator and Maintenance Manual

microAIR®

MA60 Series

MA60 Alternating Pressure System

MA65 Alternating Pressure On-Demand Low Air Loss System

DEALER: This manual MUST be given to the user of the product.

USER: BEFORE using this product, read this manual and save for future reference.

For more information regarding Invacare products, parts, and services, please visit www.invacare.com

INVACARE

Yes, you can.

⚠ WARNING

DO NOT use this product or any available optional equipment without first completely reading and understanding these instructions and any additional instructional material such as owner's manuals, service manuals or instruction sheets supplied with this product or optional equipment. If you are unable to understand the warnings, cautions or instructions, contact a healthcare professional, dealer or technical personnel before attempting to use this equipment - otherwise, injury or damage may occur.

Procedures other than those described in this manual must be performed by a qualified technician.

⚠ ACCESSORY WARNING

Only use Invacare accessories on Invacare products.

SPECIAL NOTES

Signal words are used in this manual and apply to hazards or unsafe practices which could result in personal injury or property damage. Refer to the table below for definitions of the signal words.

SIGNAL WORD	MEANING
DANGER	Danger indicates an imminently hazardous situation which, if not avoided, will result in death or serious injury.
WARNING	Warning indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.
CAUTION	Caution indicates a potentially hazardous situation which, if not avoided, may result in property damage or minor injury.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE WITHOUT NOTICE.

Check all parts for shipping damage and test before using. In case of damage, DO NOT use. Contact Invacare Customer Service Department for further instruction.

NOTE: Updated versions of this manual are available on www.invacare.com.

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REGISTER YOUR PRODUCT

The benefits of registering include:

1. Safeguarding your investment.
2. Ensuring long-term maintenance and servicing of your product.
3. Receiving updates with product information, maintenance tips and industry news.

Register ONLINE at warranty.invacare.com

Please have your model number and purchase date available to complete your registration.

Any registration information you submit will only be used by Invacare Corporation and protected as required by applicable laws and regulations.

TYPICAL PRODUCT PARAMETERS

Electrical Parameters

	MA60/MA65
INPUT VOLTAGE AC:	90 V
INPUT FREQUENCY:	60 Hz
CURRENT:	1 A
MAXIMUM POWER CONSUMPTION:	30 ± 10 W
CIRCUIT PROTECTION:	Dual fused, 250 V, 1 A fast blow fuses
MODE OF OPERATION:	Continuous

Performance Parameters

	MA60/MA65
WEIGHT CAPACITY STANDARD MATTRESS: BARIATRIC MATTRESS: **PRESSURE ZONE:** **MAXIMUM FLOW:** **MAXIMUM FLOW PRESSURE:** **MAXIMUM FLOW TIMER:** **SUPPORT SURFACE INFLATION TIME:**	 350 lbs 1000 lbs 2 50 ± 15 LPM 35 ± 5 mmHg 30 minutes 5 -10 minutes
PATIENT COMFORT CONTROL PRESSURES SOFT PRESSURE: FIRM PRESSURE: CYCLE TIME:	 8 ± 4 mmHg 32 ± 4 mmHg 5, 10, 15, 20 minutes
PATIENT CONTACT:	Control unit and mattress have Latex-Free components

Mechanical Parameters

	MA60	MA65
CONTROL UNIT		
DIMENSIONS (L X W X H):	15" x 6.5" x 11"	
WEIGHT:	15 lbs	
POWER CORD:	10 - 14 Feet Long, Hospital Grade	
CONNECTION:	Two ¼" Flow Couplings	Three ¼" Flow Couplings
PACKAGING:	1 piece/box	
AIR FILTER:	None	

Environmental Parameters

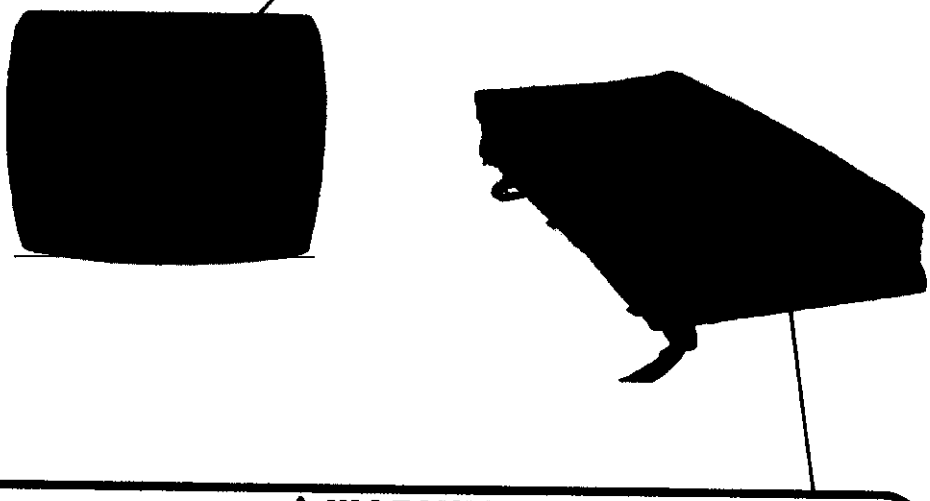
	MA60/MA65
OPERATING CONDITIONS	
AMBIENT TEMPERATURE:	50° - 95° F
RELATIVE HUMIDITY:	30% - 75% Non-Condensing
ATMOSPHERIC PRESSURE:	70 - 106 kPa
STORAGE AND SHIPPING CONDITIONS	
AMBIENT TEMPERATURE:	-40° - 158° F
RELATIVE HUMIDITY:	10% - 100%
ATMOSPHERIC PRESSURE:	50 - 106 kPa

LABEL LOCATION

DANGER-EXPLOSION HAZARD: DO NOT use in the presence of flammable anesthetics.

CAUTION: Equipment should be connected to a properly grounded receptacle (3-prong). Risk of Electrical shock. DO NOT remove back. Disconnect air hose before administering CPR.

NOTE: This label is on the back of the unit and also contains the serial number.



⚠ WARNING

Patient entrapment with bed side rails may cause injury or death. Mattress MUST fit bed frame and side rails snugly to prevent patient entrapment. Follow the manufacturer's instructions. Monitor patient frequently. Read and understand the Owner's/Operator's Manual prior to using this equipment. Invacare product manuals are available at www.invacare.com or your dealer.

Label part number 1150708 Rev A

SECTION 1—GENERAL GUIDELINES

⚠ WARNING

SECTION 1 - GENERAL GUIDELINES contains important information for the safe operation and use of this product.

Contraindications

Always consult the patient's physician before using the MA60 and MA65 systems.

Safety Instructions

The MA60 and MA65 systems MUST be installed on medical bed frames with side rails. The side rails must be in the raised position whenever a patient is on the bed.

Controls on the footboard may be obstructed by the control unit on a few bed frames. It may be necessary to relocate the control unit. Refer to Installing the Control Unit on page 11.

Check that air hoses and power cord are clear of the moving bed components before placing a patient on the bed. Operate all motorized functions through their full range of motion to be certain that there is no pulling, interference or pinching.

Entrapment May Occur

⚠ WARNING

Patient entrapment with bed side rails may cause injury or death. Mattress MUST fit bed frame and side rails snugly to prevent patient entrapment. Follow the manufacturer's instructions. Monitor patient frequently. Read and understand the Owner's/Operator's Manual prior to using this equipment. Invacare product manuals are available at www.invacare.com or your dealer.

Proper patient assessment and monitoring, and proper maintenance and use of equipment is required to reduce the risk of entrapment. Variations in bed rail dimensions, and mattress thickness, size or density could increase the risk of entrapment. Visit the FDA website at http://www.fda.gov to learn about the risks of entrapment. Review "A Guide to Bed Safety", published by the Hospital Bed Safety Workgroup, located at www.invacare.com. Use the link located under each bed rail product entry to access this bed safety guide.

Refer to the owner's manuals for beds and rails for additional product and safety information.

After any adjustments, repair or service and before use, make sure all attaching hardware is tightened securely. Assist rails with dimensions different from the original equipment supplied or specified by the bed manufacturer may not be interchangeable and may result in entrapment or other injury.

Fire Hazard

⚠ DANGER

Smoking

DO NOT SMOKE while using this device. This system uses room air for circulation through the mattress. A cigarette can burn a hole in the bed surface and cause damage to the mattress. Also, patient clothing, bed sheets, etc. may be combustible and cause a fire. Failure to observe this warning can result in severe fire, property damage and cause physical injury or death.

Smoking by visitors in the room will contaminate the system. Therefore, visitor smoking is NOT permitted.

Anesthesia Equipment

There is an explosion risk if used with flammable anesthetics.

Oxygen

There is a possible fire hazard when used with oxygen administering equipment other than nasal mask or half bed tent type. The oxygen tent should NOT extend below mattress support level.

Electrical

⚠ DANGER

Electrical shock hazard. DO NOT remove cover. Refer to qualified service personnel.

Before performing any maintenance to the control unit, disconnect the power cord from the wall outlet.

DO NOT insert items into any openings of the control unit. Doing so may cause fire or electric shock by shorting the internal components.

The control unit MUST be kept away from all heat sources and radiators during operation.

Connect the equipment to properly grounded three prong wall outlet using 10-14 ft hospital grade power cord provided with the product.

Grounding reliability depends upon a properly grounded receptacle (3-prong).

SECTION 2—OPERATION

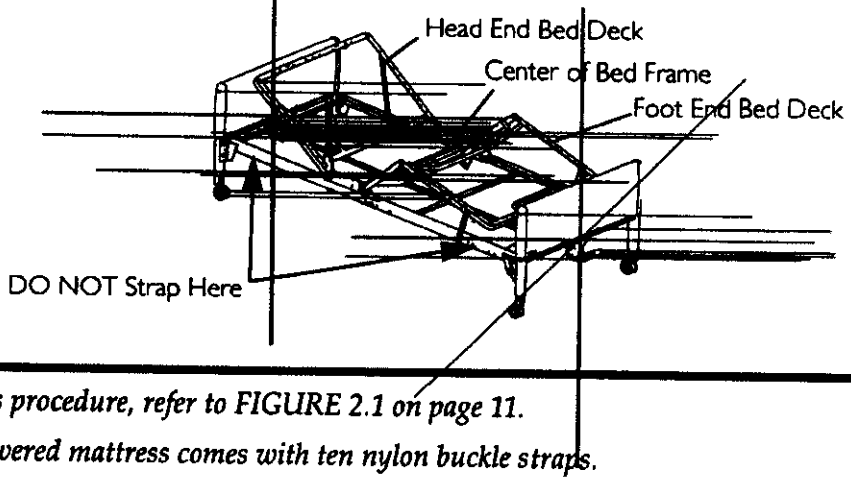
CAUTION

The control unit and mattress on the MA60 series are designed to be used as a system. DO NOT replace mattresses or control units with other models or other brands. Otherwise, damage to the system may occur. Contact your supplier to get the correct replacement if needed.

Installing the Powered Mattress

CAUTION

DO NOT strap the mattress to the bed frame at the head and foot ends. Secure ALL mattress straps. Secure the straps to the bed deck at the head and foot ends and to the frame at the center of the bed. Otherwise damage to the mattress will occur when the head and foot ends are raised.



NOTE: For this procedure, refer to FIGURE 2.1 on page 11.

NOTE: The powered mattress comes with ten nylon buckle straps.

1. Remove the original foam mattress from the bed.
2. If necessary, lower the side rails to facilitate installation of the mattress.
3. Unroll the powered mattress and place it on the bed frame.

NOTE: Ensure that the hose is towards the foot end of the bed.

4. Use the buckle straps to secure the powered mattress to the bed deck in the following locations:
   - Head End - Head End Bed Deck
   - Foot End - Foot End Bed Deck
   - Center - Center of the Bed Frame

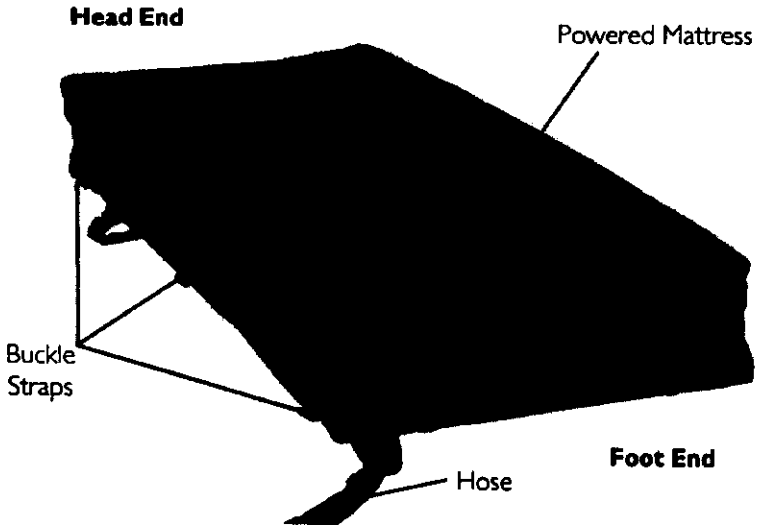


FIGURE 2.1 Installing the Powered Mattress

Installing the Side Rails

⚠ WARNING

Patient entrapment with bed side rails may cause injury or death. Mattress MUST fit bed frame and side rails snugly to prevent patient entrapment. Follow the manufacturer's instructions. Monitor patient frequently. Read and understand the Owner's/Operator's Manual prior to using this equipment. Invacare product manuals are available at www.invacare.com or your dealer.

NOTE: Refer to the instructions provided with the side rails for the installation procedure.

Installing the Control Unit

1. Pull out the bed hook on the back of the control unit.
2. Place the control unit on the footboard.

NOTE: If the bed does not have a footboard, place the control unit on a flat surface, leaving room for the hose to hang down.

Connecting the Hose

⚠ CAUTION

Ensure that the hose connecting the control unit to the mattress is routed such that it cannot be stepped on, kinked, squeezed or otherwise damaged.

NOTE: For this procedure, refer to FIGURE 2.2.

1. Locate the hose at the foot end of the mattress.
2. Locate the control unit connectors on the right side of the control unit.
3. Squeeze and hold the tabs on the hose connectors.
4. Insert the hose connectors into the control unit connectors.
5. Push the hose connectors into the control connectors until an audible click is heard.

NOTE: The audible click indicates that the hose connectors are properly engaged with the control connectors.

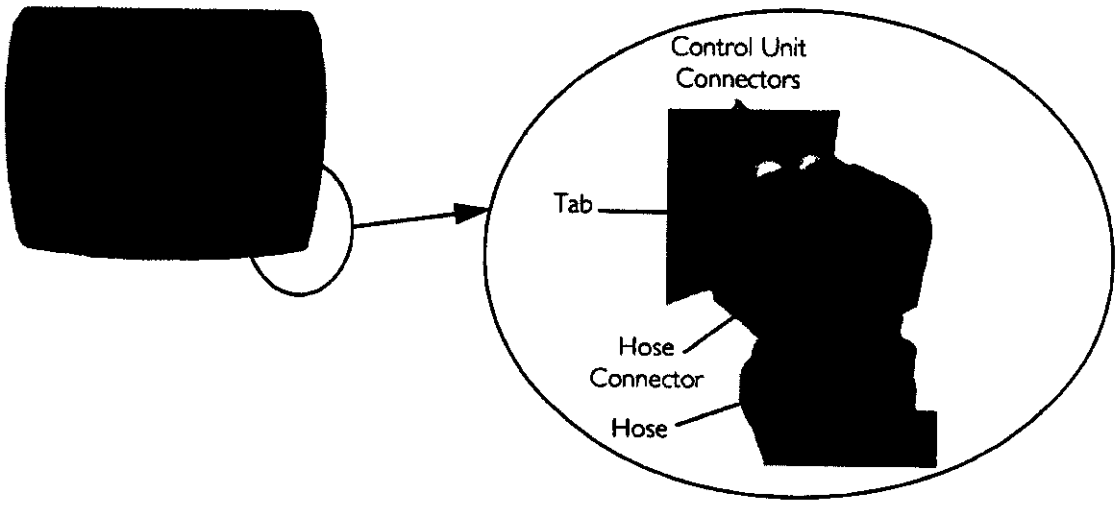


FIGURE 2.2 Connecting the Hose

Connecting the Power Cord

⚠ WARNING

DO NOT alter plug to fit a non-conforming outlet. Instead, have an electrician install a properly grounded 3-prong outlet. Failure to use the correct plug and outlet can result in a potential safety hazard.

CAUTION

Ensure that the power cord of the control unit is not pinched, or has any objects placed on it, and also ensure it is not located where it can be stepped on or tripped over.

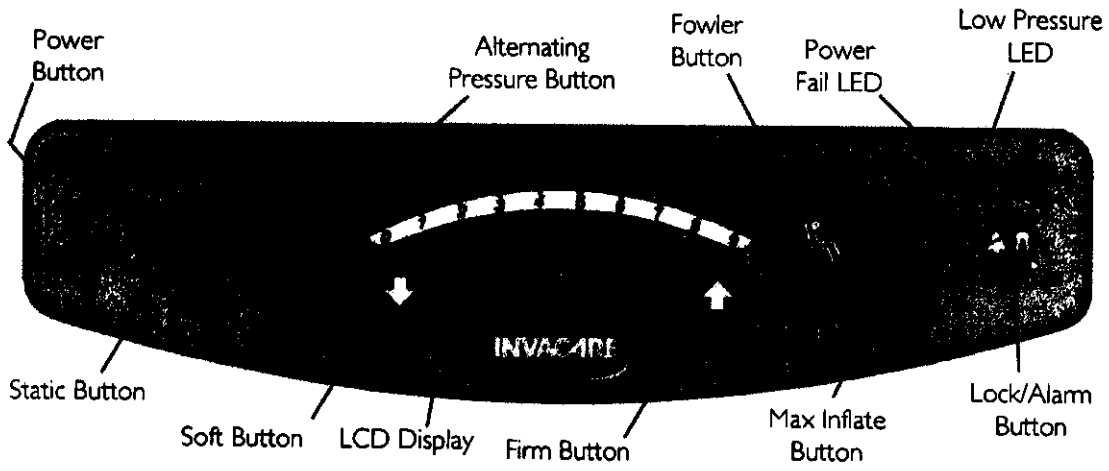
1. Examine the hospital grade power cord supplied with the control unit.
2. Perform one of the following:
   - If the plug is damaged - Call your supplier for a replacement hospital grade cord.
   - If the plug is not damaged - Plug the end of the supplied hospital grade power cord into the power outlet on the side of the control unit.
3. Plug the other end of the plug into a properly grounded outlet on the wall.

NOTE: Once the unit is plugged in, an AMBER LED on the control unit is lit indicating that the system is in STAND BY mode.

Using the Front Panel

NOTE: For this procedure, refer to FIGURE 2.3.

DETAIL "A" - MA60 FRONT PANEL



DETAIL "B" - MA65 FRONT PANEL

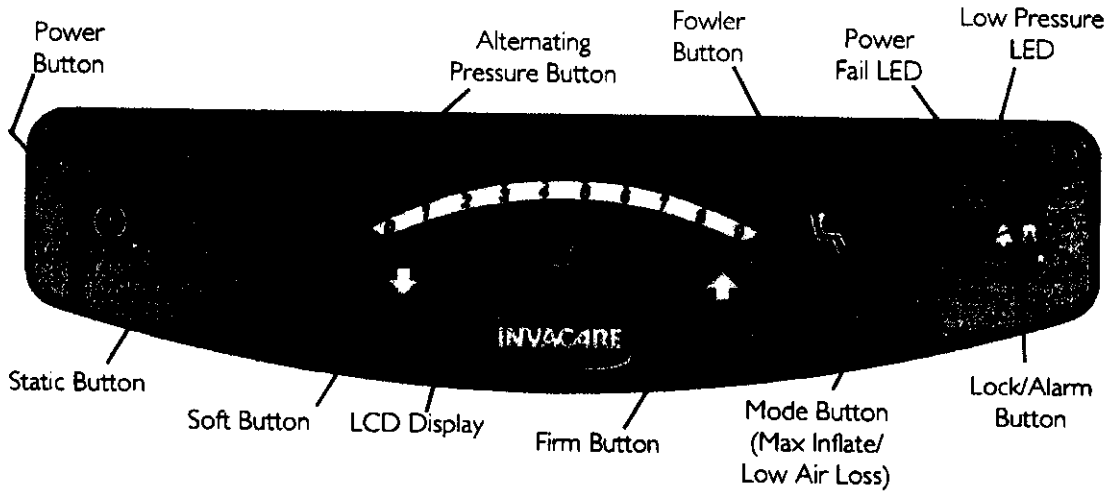


FIGURE 2.3 Using the Front Panel

Power Button

1. To turn the control unit on or off, press and release the Power button ( ).

NOTE: Once the unit is plugged in, an AMBER LED on the control unit is lit indicating that the system is in STAND BY mode. Once the Power button is pressed and released, a GREEN LED illuminates indicating that the control unit is on.

NOTE: If the power comes on after a power outage, the control unit will go through its system initialization routine for a few seconds and then resume the desired function.

Alternating Pressure Button

1. Press the Alternating Pressure button () to select between one of four alternating pressure times - 5, 10, 15 and 20 minutes.

NOTE: The alternating pressure times indicate the frequency of deflation or inflation of half of the air cushions (even or odd numbered). For example, 10 minutes is selected. In this example, the even numbered air cushions in the mattress will deflate, while the odd numbered cushions remain at constant pressure. When 10 minutes has elapsed, the even numbered air cushions will inflate while the odd numbered cushions remain at constant pressure. When 10 minutes has elapsed again, the odd numbered air cushions deflate while the even numbered cushions remain at constant pressure. The air cushions continue to inflate or deflate like this as long as an alternating pressure time has been selected. At all times, half of the air cushions remain at a constant pressure when an alternating pressure time has been selected.

Adjusting the Minimum Pressure Setting (A/P Low)

The minimum pressure setting during Alternating Pressure is set to 0 (2 mmHg) at the factory. This means that the mattress will deflate as much as possible during the deflation time when using 10, 15 or 20 minute Alternating Pressure times. The setting can be changed so the mattress will only deflate to 50% of the selected pressure setting.

1. Ensure the Standby LED is lit.
2. Press and hold the Alternating Pressure () and Fowler () buttons.
3. Read the LCD Display. The LCD Display will show:
   - 0 if the current setting is 0 (2 mmHg).
   - 5 if the current setting is 50% of the selected pressure.

NOTE: The On and Standby LEDs will be lit.

4. Press the Soft () or Firm () buttons to toggle between the two settings.
5. Press the Power button to save the setting.

NOTE: The control unit will exit this adjustment mode if no button is pressed for 30 seconds.

Static Button

1. Press the Static button () to enter Static mode and maintain all air cushions in the mattress at a constant pressure.

NOTE: The Static LED is illuminated GREEN.

Firm/Soft Buttons

1. Select comfort pressure settings by pressing Firm ( ) or Soft ( ) button.
   - Soft Button - Pressing this button reduces the pressure setting in the mattress.
   - Firm Button - Pressing this button increase the pressure setting in the mattress.

NOTE: The patient comfort pressure ranges from Soft (level 0 = 6±4 mmHg) to Firm (level 9 = 32±6 mmHg). The Comfort Control LED displays the patient comfort pressure levels from 0 to 9 and provides a guide to the caregiver to set approximate comfort pressure level depending on the patient weight. If the patient's weight to height ratio is above average, increase the pressure setting by approximately 20%.

Fowler Button

Manual Mode

1. Press the Fowler button ( ) to activate the patient fowler mode.

NOTE: The Fowler LED illuminates when in this mode. When this mode is activated, the control unit increases the pressure in the mattress to prevent the patient from bottoming out.

Automatic Wireless Mode

When the bed articulates to 45°, the transmitter in the head of the mattress signals the control unit to increase the pressure in the mattress by 80% to prevent the patient from bottoming out.

Fowler Transmitter Setup

1. Make sure the bed is in the flat position.
2. Make sure fowler transmitter is in the mattress cover pocket in the orientation indicated on the transmitter.

NOTE: The mattress cover pocket is on the inside of the lower mattress cover on the left side of the head end of the mattress.

3. Perform one of the following:
   - MA60 - Press and hold the Max Inflate and Fowler buttons.
   - MA65 - Press and hold the Mode and Fowler buttons.

NOTE: The Fowler LED is lit and L displays in the LCD Display.

4. Raise the bed to 45°.

NOTE: The control unit will beep and will return to Standby.

5. Perform one of the following:
   - Cancel - Press the Fowler button to exit Fowler Transmitter Setup without linking to a transmitter.
   - Save - Wait 60 seconds without pressing a key.

Max Inflate/Low Air Loss Button

MA60 System

1. Press the Max Inflate button ( ) to select the max inflate mode.
   - Max Inflate Mode - In this mode, the mattress inflates rapidly to maximum firmness (pressurized to 35 ± 6 mmHg). A series of beeps sound every three minutes as a reminder that the Max Inflate mode is active. After 30 minutes, the Max Inflate mode deactivates and the control unit defaults to the previous setting.

NOTE: It takes 5-10 minutes for the mattress to inflate fully (inflation time depends on size of mattress).

NOTE: Max Inflate mode can be manually disengaged by pressing the Max Inflate button. This will deactivate the Max Inflate LED.

NOTE: It is recommended that Max Inflate setting be used during patient ingress/egress, patient wound care, patient turning or patient cleaning.

MA65 System

NOTE: The Low Air Loss mode is only on the MA65 system.

1. Press the Max Inflate/Low Air Loss button ( ) to select the max inflate mode or the low air loss mode.
   - Max Inflate Mode - In this mode, the mattress inflates rapidly to maximum firmness (pressurized to 35 ± 6 mmHg). A series of beeps sound every three minutes as a reminder that the Max Inflate mode is active. After 30 minutes, the Max Inflate mode deactivates and the control unit defaults to the previous setting.

NOTE: It takes 5-10 minutes for the mattress to inflate fully (inflation time depends on size of mattress).

NOTE: Max Inflate mode can be manually disengaged by pressing the Max Inflate button. This will deactivate the Max Inflate LED.

NOTE: It is recommended that Max Inflate setting be used during patient ingress/egress, patient wound care, patient turning or patient cleaning.

   - Low Air Loss Mode - In this mode, the mattress goes into on-demand low air loss relief mode.

Lock/Alarm Silence Button

1. Press the Lock/Alarm Silence button ( ) to select one of the following modes:
   - Lock Mode - Holding this button locks out all control unit functions, including the Power button, to prevent any tampering with the settings. Press the button for approximately 3-5 seconds for the Lock LED to activate.

NOTE: The Lock LED illuminates when in this mode.

- Alarm Silence mode - Pressing this button silences the alarm that sounds in the event of power failure or when the hose is disconnected from the control unit.

NOTE: The Alarm LED illuminates when in this mode.

Power Fail LED

In the event of power outage, an alarm sounds and Power Fail LED flashes AMBER. The control unit has internal memory and retains the previous settings during the power outage.

NOTE: During a power outage, the mattress retains the air as long as the mattress is connected to the control unit.

Low Pressure LED

In the event that the mattress hose disconnects, an alarm sounds and Low Pressure LED flashes AMBER. Once the low pressure problem is fixed, the control unit resumes operation in the previously set mode.

Powering Up the System

NOTE: For this procedure, refer to FIGURE 2.3 on page 14.

1. Turn on the power to the system by pressing the Power button on the control unit.

NOTE: Once the button is released, a GREEN LED illuminates when the unit is on.

Placing the Patient on the Mattress

1. Press the Max Inflate button to turn on the control unit to maximum flow.

NOTE: In this mode, the Max Inflate LED lights up.

2. Place the patient on the mattress.
3. Ensure that the patient's feet are towards the foot end of the mattress (the end with the hose).
4. Center the patient on the bed from side-to-side and head-to-foot.

NOTE: Special positioning may be required with contracted patients to provide comfortable positions.

5. After placing the patient, make certain no objects will fall under the patient, such as feeding tubes, IV's etc.
6. Wait five minutes for the mattress pressure to stabilize.
7. Once the mattress inflates to its normal size, set the comfort pressure to the desired comfort level.
8. Wait five minutes for the mattress pressure to stabilize.

9. Verify that the patient has not bottomed out by performing the following steps:
   A. Ensure that the patient is lying flat on his/her back in the middle of the mattress.
   B. Place four fingers between the air cushions directly underneath the sacral region of the patient's body.
   C. Ensure that there is 3 to 4-finger width clearance between the bottom of the patient and the mattress surface.
   D. Adjust the comfort setting, if needed.
   E. Wait five minutes for the mattress pressure to stabilize.
   F. Repeat STEPS A-E until patient has not bottomed out and patient comfort is achieved.
10. If the patient feels that the bed is too soft/hard, press the Soft or Firm button to adjust the comfort settings.
11. Use a regular pillow to help support and stabilize the patient's head.

Transferring Patient From/To a Gurney

⚠ WARNING

ALWAYS engage the wheel locks of the bed and the wheel locks of the gurney before transferring the patient between the bed and the gurney.

1. Engage the wheel locks of the bed. Refer to the owner's manual provided with the bed.
2. Engage the wheel locks of the gurney. Refer to the owner's manual provided with the gurney.
3. Press the Max Inflate button to achieve maximum mattress pressure.
4. Raise or lower the bed to match the gurney height. Refer to the owner's manual provided with the bed.
5. When the mattress has reached maximum firmness, perform one of the following:
   - Bed to Gurney Transfer - Slide the patient onto the gurney.
   - Gurney to Bed Transfer - Slide the patient onto the bed.

Transferring Patient From/To a Wheelchair

⚠ WARNING

ALWAYS engage the wheel locks of the bed and the wheel locks of the wheelchair before transferring the patient between the bed and the wheelchair.

1. Engage the wheel locks of the bed. Refer to the owner's manual provided with the bed.
2. Engage the wheel locks of the wheelchair, if applicable. Refer to the owner's manual provided with the wheelchair.
3. Press the Max Inflate button to achieve maximum mattress pressure.
4. Raise or lower the bed to match the wheelchair height. Refer to the owner's manual provided with the bed.
5. When the mattress has reached maximum firmness, perform one of the following:
   - Bed to Wheelchair Transfer - Slide the patient onto the wheelchair.
   - Wheelchair to Bed Transfer - Slide the patient onto the bed.

Preparing for CPR Procedure

NOTE: For this procedure, refer to FIGURE 2.4.

1. Press and hold the tabs on hose connector while pulling the hose from the control unit.
2. Disconnect the RED CPR connector located on the side of the mattress.

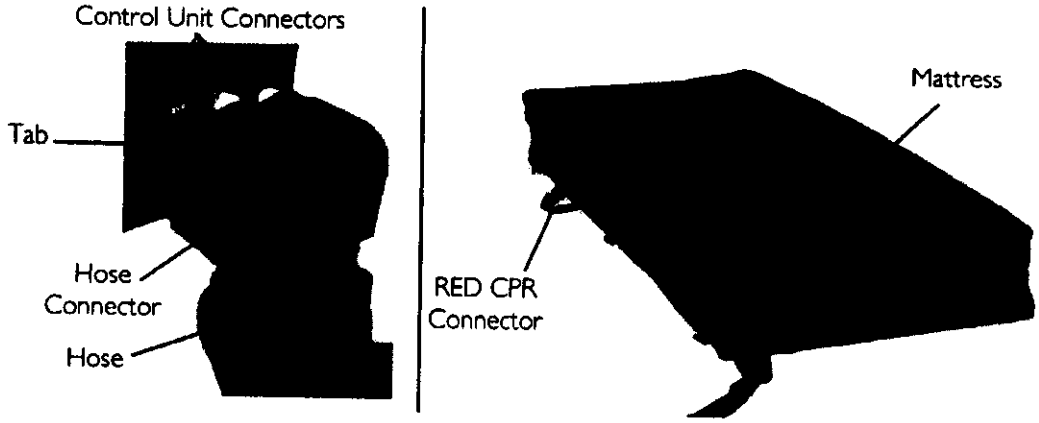


FIGURE 2.4 Preparing for CPR Procedure

About Power Outage and Transportation

If the hoses remain connected to the control unit, the mattress retains air during a power outage, during transportation, when the control unit is unplugged or when the control unit is turned Off. If the hose becomes disconnected or damaged and the mattress deflates, the mattress has a 2-inch foam pad to provide patient support .

SECTION 3—MAINTENANCE AND TROUBLESHOOTING

Cleaning the System

⚠ WARNING

Before cleaning or disassembling the MA60 series, check the underside of the mattress folds for sharp objects such as scissors, needles, etc. These objects should be removed and discarded before proceeding with further cleaning or disassembly; otherwise injury or damage to the product may occur.

Because of potential risk of infectious exposure, cleaning with the patient on the bed is not recommended.

All equipment should be inspected. Any item that is visibly soiled with the patient's blood or other body fluids should be properly cleaned or removed.

Laundry workers should treat all soiled bedding as if it were contaminated with pathogenic microorganisms.

1. Remove the bedding.
2. If necessary, inflate the mattress.
3. Ensure that the control unit is off.
4. Unplug the power cord from the wall outlet.
5. Ensure that the underside of the mattress is clear of all sharp objects.
6. Examine the surface of the control unit and mattress assembly components for visible blood or body fluids.
7. Perform one of the following:
   - If blood is present, decontaminate the product.
     i. Remove all visible soil with disposable paper towels.
     ii. Scrub the area with freshly prepared effective phenolic detergent disinfectant solution.
   - If blood is not present, remove any soil from the cover with paper towels.

NOTE: If soiled, the cover should be removed, cleaned and decontaminated.

8. Perform the following steps to clean the mattress cover:
   A. Using a clean sponge or paper towel, wipe down the cover surface with a dilute detergent solution of quaternary cleaner disinfectant or other germicidal detergent solution.
   B. Remove the cover and launder it using the following method:

CAUTION

Laundry workers should always wash their hands before working with clean bedding.

DO NOT overload the machine.

DO NOT use chlorine bleach because it may damage the fabric coating.

High air temperatures will damage the fabrics and void the Invacare warranty.

C. Place the cover in a washing machine.

D. Wash with warm water (below 120°F).

E. Add detergent and disinfectant according to the manufacturer's instructions.

F. Remove excess water.

G. Set the dryer to the lowest setting (below 120°F).

H. Dry the cover until it is completely dry.

9. Perform the following steps to clean the control unit and hose fittings:

   A. Wipe all controls, chassis and hose fittings with a quaternary disinfectant solution.

   B. Using a nylon brush, gently clean all crevices as they can harbor microorganisms.

   C. Air dry all treated surfaces.

10. Perform the following steps to clean the mattress components (air cushions, mattress base, etc.):

    A. Using a clean sponge or paper towel, wipe down the mattress components with a dilute detergent solution of quaternary cleaner disinfectant or other germicidal detergent solution.

    B. Wipe the mattress components with a clean dry cloth.

Storing the System

1. Ensure that the control unit is off and disconnect the power cord from the wall outlet.
2. Clean the system. Refer to Cleaning the System on page 21.
3. Disconnect the air hose connector(s) from the control unit and allow air to vent from the mattress.
4. Gently roll up the mattress with minimal handling and agitation.
5. Ensure the cover surface is inside the roll.
6. Store the unit, keeping the mattress with the control unit.

Troubleshooting

PROBLEM	CAUSE	SOLUTION
Mattress not inflating Not alternating properly	Mattress hose disconnected	Connect hose connectors and lock them in place
	Air hose kinked or split	Unkink hose or replace split hose
	Major leak in the air cushions or overlay pad	Replace leaking air cushions or overlay pad
	Kinked or split manifold	Unkink manifold or replace split manifold
	Has power and fuse is good, control unit does not come on	Send control unit back to the factory for repair
	Not alternating, solenoid malfunction	Send control unit back to the factory for repair
	No air, pump malfunction	Send unit for repair
No power	Control unit off	Check power source and turn on unit
	Power cord disconnected	Connect power cord to the power source
	No power in the power source	Check power source has power and turn it On
	Power outage	Wait till the power source has power
	Blown fuse	Replace blown fuse with an equivalent fuse

LIMITED WARRANTY

PLEASE NOTE: THE WARRANTY BELOW HAS BEEN DRAFTED TO COMPLY WITH FEDERAL LAW APPLICABLE TO PRODUCTS MANUFACTURED AFTER JULY 4, 1975.

This warranty is extended only to the original purchaser who purchases this product when new and unused from Invacare or a dealer. This warranty is not extended to any other person or entity and is not transferable or assignable to any subsequent purchaser or owner. Coverage under this warranty will end upon any such subsequent sale or other transfer of title to any other person.

This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

Invacare warrants the mattress and cover when purchased new and unused to be free from defects in materials and workmanship for a period of one year from the date of purchase from Invacare or a dealer, with a copy of the seller's invoice required for coverage under this warranty. Invacare warrants thecontrol unit when purchased new and unused to be free from defects in materials and workmanship for a period of two years from the date of purchase from Invacare or a dealer, with a copy of the seller's invoice required for coverage under this warranty.If within such warranty period any such product shall be proven to be defective, such product shall be repaired or replaced, at Invacare's option. This warranty does not include any labor or shipping charges incurred in replacement part installation or repair of any such product. Invacare's sole obligation and your exclusive remedy under this warranty shall be limited to such repair and/or replacement.

For warranty service, please contact the dealer from whom you purchased your Invacare product. In the event you do not receive satisfactory warranty service, please write directly to Invacare at the address on the back cover. Provide dealer's name, address, model number, and the date of purchase, indicate nature of the defect and, if the product is serialized, indicate the serial number.

Invacare Corporation will issue a return authorization. The defective unit or parts must be returned for warranty inspection using the serial number, when applicable, as identification within thirty days of return authorization date. DO NOT return products to our factory without our prior consent. C.O.D. shipments will be refused; please prepay shipping charges.

LIMITATIONS AND EXCLUSIONS: THE WARRANTY SHALL NOT APPLY TO PROBLEMS ARISING FROM NORMAL WEAR OR FAILURE TO ADHERE TO THE ENCLOSED INSTRUCTIONS. IN ADDITION, THE FOREGOING WARRANTY SHALL NOT APPLY TO SERIAL NUMBERED PRODUCTS IF THE SERIAL NUMBER HAS BEEN REMOVED OR DEFACED; PRODUCTS SUBJECTED TO NEGLIGENCE, ACCIDENT, IMPROPER OPERATION, MAINTENANCE OR STORAGE; OR PRODUCTS MODIFIED WITHOUT INVACARE'S EXPRESS WRITTEN CONSENT INCLUDING, BUT NOT LIMITED TO: MODIFICATION THROUGH THE USE OF UNAUTHORIZED PARTS OR ATTACHMENTS: PRODUCTS DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONENT WITHOUT THE SPECIFIC CONSENT OF INVACARE; PRODUCTS DAMAGED BY CIRCUMSTANCES BEYOND INVACARE'S CONTROL; PRODUCTS REPAIRED BY ANYONE OTHER THAN AN INVACARE DEALER, SUCH EVALUATION SHALL BE SOLELY DETERMINED BY INVACARE.

THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE SOLE REMEDY FOR VIOLATIONS OF ANY WARRANTY WHATSOEVER, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT PURSUANT TO THE TERMS CONTAINED HEREIN. THE APPLICATION OF ANY IMPLIED WARRANTY WHATSOEVER SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN. INVACARE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

THIS WARRANTY SHALL BE EXTENDED TO COMPLY WITH STATE/PROVINCIAL LAWS AND REQUIREMENTS.

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Part No 1148137

Rev B - 02/08

VERIFICATION

I, FRANCES TAYLOR, Attorney-in-Fact, on behalf of DELLA BEDNARCZYK, Plaintiff herein, certify that the statements contained in the foregoing Complaint are true and correct and are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

FRANCES TAYLOR, Attorney-in-Fact, on behalf of DELLA BEDNARCZYK